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Nothing affects a person or family quite like the lack of adequate housing. Most any disagreement over the terms and conditions of shelter, whether rent or habitability related, can be the source of a major crisis. For that reason, landlords and tenants are urged to make an honest effort to work out or negotiate their problems.

If common ground cannot be reached, Kansas law allows both tenants and landlords to have their day in court by representing themselves in small claims court if the claim amount is \$1,800 or less or by retaining a private attorney and filing suit. (The Consumer Protection Division of the Attorney General's Office is not allowed by law to be involved in disagreements between renters and landlords, other than providing this brochure.)

When landlords or tenants find themselves in court, the law on the docket is the Residential Landlord and Tenant Act. Both oral and written agreements are subject to this act.

The Residential Landlord and Tenant Act applies to most residential rental and lease agreements. It does *not* apply in most institutional settings, such as educational (dorm) institutions; condominiums and cooperatives; premises used primarily for agricultural purposes; or transient occupancy in a hotel, motel, or rooming house.

The following information is intended to educate landlords and tenants on the requirements of the Kansas law governing rental and lease agreements, in hopes that knowledge of the law will provide the foundation for conflict resolution outside the courthouse.

#### **TENANTS SHOULD BE AWARE**

- Discrimination in housing on the basis of race, religion, or national origin is contrary to law. Discrimination on the basis of physical handicap and sex, unless a sexual distinction is necessary because of the nature of the accommodation, is also a violation of state law.

- It is important to consider the reputation of the landlord and manager concerning maintenance, return of security deposits and general relationship with tenants; the security of the apartment against theft; the quality of the construction and insulation as it affects the cost of heating and cooling; and other hidden problems, such as insects, which may not be serious enough to be the landlord's responsibility but which may be annoyances that are costly to correct. (Tenants are a good source of information.)
- It may be a good investment to get renter's insurance to cover loss of personal property. Renter's insurance will protect against loss of or damage to personal property both in the apartment and off the premises, depending on the type of coverage.
- If one roommate leaves, the remaining roommates are still liable for the entire rent. The same rule applies to damages.
- When making agreements of any kind, the following precautions should be taken:
  1. Get a signed, written agreement and keep a copy.
  2. Read everything, especially the small print, before you sign it.
  3. If you do not understand a contract term, do not sign the contract. Ambiguous clauses can cause problems down the road. If removal or revision of a clause would result in a contract you could sign, then simply cross out the unwanted terms, add the terms desired, and initial the edits, asking the landlord to initial them as well. Both parties must knowingly initial the edits to render them contractual.

#### **LANDLORD'S DUTIES**

- Comply with the requirements of applicable building and housing codes materially affecting health and safety.

- Exercise reasonable care in the maintenance of common areas.
- Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilation, and air conditioning systems, and appliances supplied or required to be supplied by the landlord.
- Provide and maintain on the grounds, for the common use by all tenants, appropriate receptacles for the removal of garbage and waste incidental to occupancy of the dwelling unit and arrange for their removal.
- Supply running water, reasonable amounts of hot water at all times and reasonable heat, except where the heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.
- The security deposit can be as much as one month's rent for an unfurnished unit and as much as six weeks' rent for a furnished unit. Pets can add two weeks to these allowed maximums. The landlord must return the deposit within 30 days or, in the alternative, tender whatever remains of the deposit after repairs are made. Any such repairs must be documented on an itemized list of deposit deductions. Landlords who do not comply with these terms can be sued for 150% in damages.
- Tenants have privacy rights. Landlords have property rights. These rights are balanced in that landlords cannot enter the residence without first giving the tenants reasonable notice (except in life- or property-threatening emergencies), and landlord visits are to take place only during reasonable hours.
- Landlords cannot lock a tenant out of the residence or diminish services (such as cutting off utilities or security services) because of nonpayment of rent without first obtaining an

eviction order from a court. Such an order is not issued without notice to the tenant.

#### TENANT'S RESPONSIBILITIES

- Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- Keep the premises under tenant's control, including plumbing fixtures, as clean and safe as the condition of the premises permits.
- Remove from tenant's dwelling unit all waste in a clean and safe manner.
- Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances in the premises.
- Be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the tenant or by any person or animal on the premises at any time with the express or implied permission or consent of the tenant.
- Do not engage in conduct, or allow any person or animal on the premises with the express or implied permission or consent of the tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment of the premises by other tenants.
- Give 30 days notice prior to moving, in writing, and tenancy will end on the next rent-paying day; the landlord may do the same.
- Remove all property because the landlord has the right to sell anything left behind after making an honest effort to notify the tenant.

#### COMMON PROBLEMS

*Landlord won't make repairs:*

If the landlord is legally obligated to make repairs but will not, the tenant may sue for damages and



terminate tenancy after informing the landlord of the problem, unless the landlord has made a good faith effort to resolve the problem.

*Utility bills seem excessive:*

The tenant may not have a legal right to complain unless the landlord misrepresented the cost or there is a failure by the landlord to perform repair and maintenance duties.

#### BOTH PARTIES SHOULD REMEMBER

- A lease agreement, signed only by the landlord, is binding if the tenant moves in and begins to pay rent. The tenant should study the lease before moving in.
- A checklist inventory, signed by the tenant and landlord before a move in or out, protects everyone.
- The landlord may not retaliate against a tenant who has made justifiable complaints.

#### ASSISTANCE

*Housing and Credit Counseling, Inc.*  
Topeka, (785) 234-0217

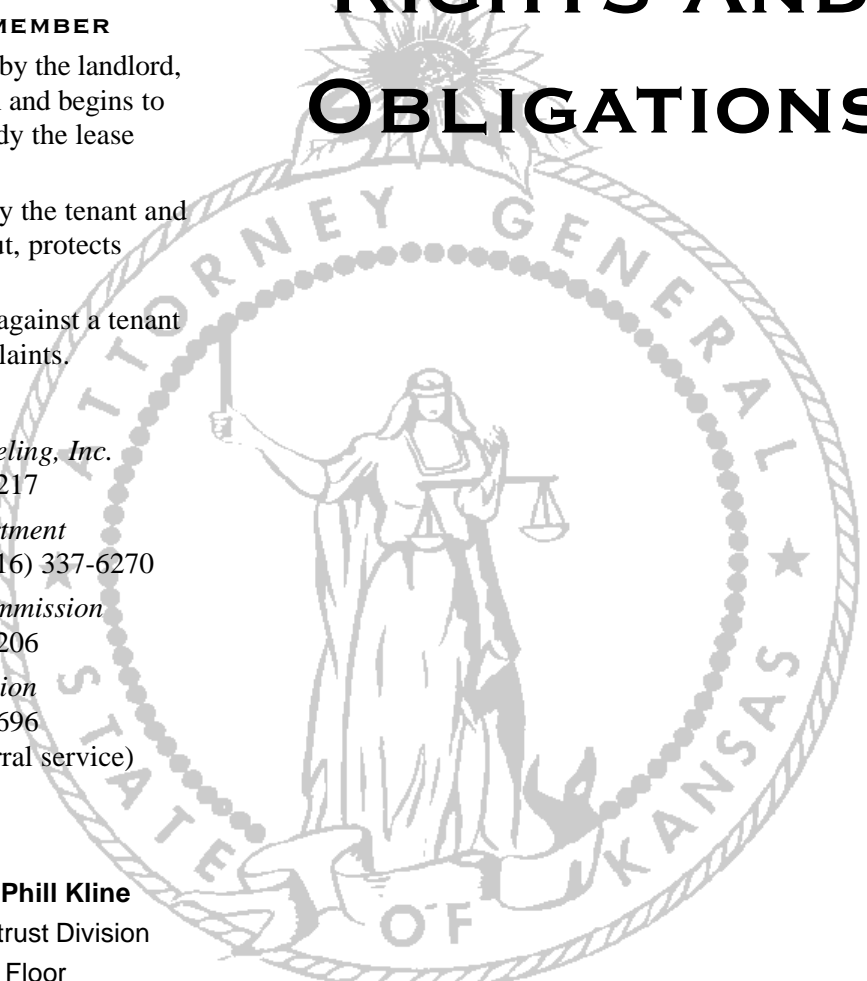
*Human Services Department*  
Wichita, (316) 268-4688 or (316) 337-6270

*Kansas Human Rights Commission*  
Topeka, (785) 296-3206

*Kansas Bar Association*  
Topeka, (785) 234-5696  
(800) 928-3111 (lawyer referral service)

**Office of Attorney General Phill Kline**  
Consumer Protection and Antitrust Division  
120 SW 10th Ave., 2nd Floor  
Topeka, KS 66612-1597  
Consumer Hotline: (800) 432-2310  
Consumer Infoline: (785) 296-2424  
[www.ksag.org](http://www.ksag.org)

# LANDLORD AND TENANT RIGHTS AND OBLIGATIONS



**PRESENTED BY  
ATTORNEY GENERAL  
PHILL KLINE**